

**CONTRACT #CK09MERCER2014-05**  
**SCRAP METAL REMOVAL**

**ARTICLES OF AGREEMENT**, hereinafter referred to as "**MASTER CONTRACT**", made this <sup>th</sup>~~24~~ DAY OF APRIL 2014, by and between RICKSANT LLC DBA KLEIN RECYCLING, 2156 CAMPLAIN ROAD, HILLSBOROUGH, NJ 08844 hereinafter referred to as the "**CONTRACTOR**", and the **COUNTY OF MERCER**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "**LEAD AGENCY**", for a period beginning APRIL 13, 2014 and ending APRIL 12, 2016 for scrap metal removal.

WHEREAS, the **CONTRACTOR** has made a bid proposal in writing to the **LEAD AGENCY** to provide SCRAP METAL REMOVAL FOR A PERIOD OF TWO (2) YEARS FOR USE BY THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM in accordance with 5:34-7.25 and hereinafter mentioned on behalf of all contracting units located within the County of Mercer for the price and within the time hereinafter mentioned, and according to the specifications thereof on file in the office of the Purchasing Agent of the County of Mercer, the **LEAD AGENCY**, and the County of Mercer has accepted the bid proposal of said **CONTRACTOR** on behalf of each participating local unit according to law and N.J.A.C. 5:34-7.25.

**SCRAP METAL REMOVAL**

**RICKSANT LLC DBA KLEIN RECYCLING WILL PAY THE COUNY NINETY-AND A HALF PERCENT (90.5%) OF THE RATE ESTABLISHED ON THE FIRST DATE POSTED EACH MONTH BY THE AMERCIAN METAL MARKET.**

**MATERIALS SHALL BE WEIGHED ON CERTIFIED SCALES AND WEIGHT TICKETS SHALL BE FORWARDED TO THE COUNTY DESIGNEE OFFICE WITHIN ONE WEEK FROM REMOVAL.**

**REMOVAL OF METAL EQUIPMENT OR SCRAP THAT WAS NOT INSTALLED IS NOT TO BE SUBJECT TO PREVAILING WAGE. METAL ITEMS DISCARDED BY THE MOTOR POOL OR MAINTENANCE SHOP IS NOT SUBJECT TO PREVAILING WAGE FOR REMOVAL.**

The Contractor shall provide to the County of Mercer, the **LEAD AGENCY**, its own needs as required; and the Contractor shall make available, the needs of the Other Agencies, to be set forth by separate individual Contracts between each Agency respectively, and the **CONTRACTOR**, subject to the control of and without deviation from the specifications, prices, character and quality of this Master Contract; and it is hereby agreed between the **CONTRACTOR** and the **LEAD AGENCY** that the latter shall have the right and power to adjust and determine finally all questions regarding matters of interpretation of performance under this Agreement with respect to the **LEAD AGENCY** Category.

The **CONTRACTOR** further covenants and agrees that he will well and truly save and indemnify and keep harmless the judgments, costs and expenses which may come against the said agencies in consequence of the granting of this Contract to said **CONTRACTOR**, which may result from the carelessness or neglect of the **CONTRACTOR** or the agents, employees or workmen of said **CONTRACTOR**.

Failure or neglect of the **LEAD** or other Agency to require compliance with any term or condition in this Contract or the specifications shall not be deemed a waiver of such term or condition.

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

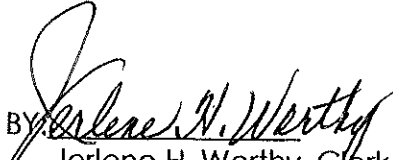
It IS further understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way. An impartial mediator shall be selected by the **County**.

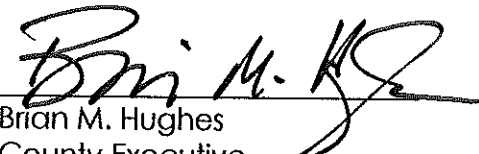
THE COUNTY reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the **Contractor**.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals the  
day and year first above written.

ATTEST:

COUNTY OF MERCER

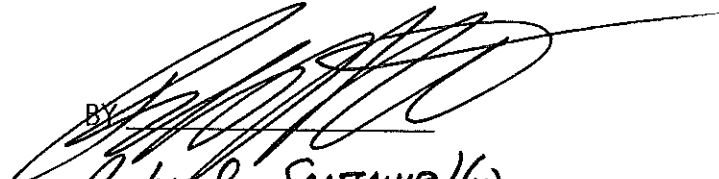
BY:   
Jerlene H. Worthy, Clerk  
Board of Chosen Freeholders


BY:   
Brian M. Hughes  
County Executive

WITNESS:

RICKSANT LLC DBA  
KLEIN RECYCLING

BY:   
Michael Cortese

BY:   
Richard Santaniello

  
Approved in form by County Counsel  
Arthur R. Sypek Jr.  
Mercer County Counsel

Approved as to Form and Legality

Date

County Counsel

April 24, 2014

AWARD OF BID RECEIVED FEBRUARY 21, 2014 TO RICKSANT LLC DBA KLEIN RECYCLING FOR SCRAP METAL REMOVAL FOR THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: APRIL 13, 2014 THROUGH APRIL 12, 2016 (COUNTY SHALL RECEIVE 90.5% OF REVENUE BASED UPON THE RATE ESTABLISHED BY THE AMERICAN METAL MARKET) (CK09MERCER2014-05)

WHEREAS, the Mercer County Purchasing Agent has advertised for scrap metal removal for use by the County of Mercer and the Cooperative Contract Purchasing System, through bid terms and specifications, as provided by law; and,

WHEREAS, three (3) separate sealed bids was received on February 21, 2014 in connection with the aforementioned service; and,

WHEREAS, the bid of Ricksant LLC DBA Klein Recycling, 2156 Camplain Road, Hillsborough, NJ 08844, shall be awarded for the period of April 13, 2014 through April 12, 2016; and,

WHEREAS, Ricksant LLC DBA Klein Recycling shall pay Mercer County ninety and a half (90.5%) of the rate established on the first date posted each month by the American Metal Market; and,

Clerk to the Board

## RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				✓		Frisby	X					
Carabelli	X					✓	Walter				X		
Cimino	X						Koontz	X					
Colavita	X												

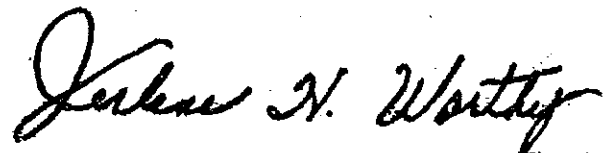
X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

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WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the General Supervisor of Mercer County Buildings and Grounds, Executive Director of the Mercer County Park Commission, Director of Mercer County Department of Transportation and Infrastructure, and Purchasing Agent for further distribution.



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*Clerk to the Board*